

ADDENDUM No. 3
TO LANDSCAPE MAINTENANCE AGREEMENT (10144)

This Third Amendment to an Agreement between the CITY OF UPLAND ("City") and BRIGHTVIEW LANDSCAPE SERVICES, INC. ("Contractor") for Landscape Maintenance Services is entered into this 29th day of March 2022.

RECITALS

WHEREAS, on July 29, 2014, the City and Contractor entered into an Agreement between the CITY OF UPLAND, a California municipal corporation, and VALLEY CREST LANDSCAPE SERVICES, INC. a California corporation, for Landscape Maintenance Services (the "Agreement"); and

WHEREAS, on May 13, 2019, the City and Contractor entered into a First Amendment ("Addendum No. 1") to the Agreement with BrightView Landscape Services, Inc. as successor-in-interest to Valley Crest Landscape Maintenance, Inc. (each a "Party" and collectively the "Parties"), extending the term of the Agreement; and

WHEREAS, on September 27, 2021, the City and Contractor entered into a Second Amendment ("Addendum No. 2") to the Agreement, extending the term of the Agreement to June 30, 2022.


NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties herein set forth, the Parties agree as follows:

ADDENDUM

1. **Services:** In addition to the services provided under the Agreement, as amended by Addendum Nos. 1 & 2, Contractor shall provide to the City services in the form of labor for windstorm tree debris cleanup and ancillary emergency related maintenance of landscape in the City's rights-of-way, as may be needed from time to time.
2. **Scope:** Contractor shall assist in Citywide tree debris cleanup related to that certain windstorm event that occurred on January 21, 2022. Additionally, Contractor shall undertake and complete emergency related landscape maintenance duties Citywide, as needed and assigned by the City.
3. **Funding/Cost:** In addition to the compensation due Contractor under the Agreement, as amended, City shall compensate Contractor for the foregoing additional windstorm cleanup and/or ancillary emergency services in accordance with the fee schedule set forth in the Agreement, as amended, in an amount not to exceed \$105,000.00.

IN WITNESS WHEREOF, the City and Contractor have executed this Addendum the day and year first set forth herein above

CITY OF UPLAND



Bill Velto, Mayor

ATTEST



City Clerk

APPROVED AS TO FORM:



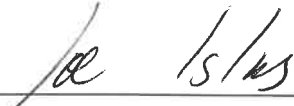
Stephen P. Deutsch, City Attorney

Contractor

By: 

Name: RENE RIVERA

Title: VICE PRESIDENT OF OPERATION

By: 

Name: Joe Islas

Title: Branch Manager